

NOV 9 1987

No. 87-561

JOSEPH F. SPANIOLO, JR.  
CLERK

IN THE  
**Supreme Court of the United States**

OCTOBER TERM, 1987

INSURANCE COMPANY OF NORTH AMERICA,

*Petitioner,*

—against—

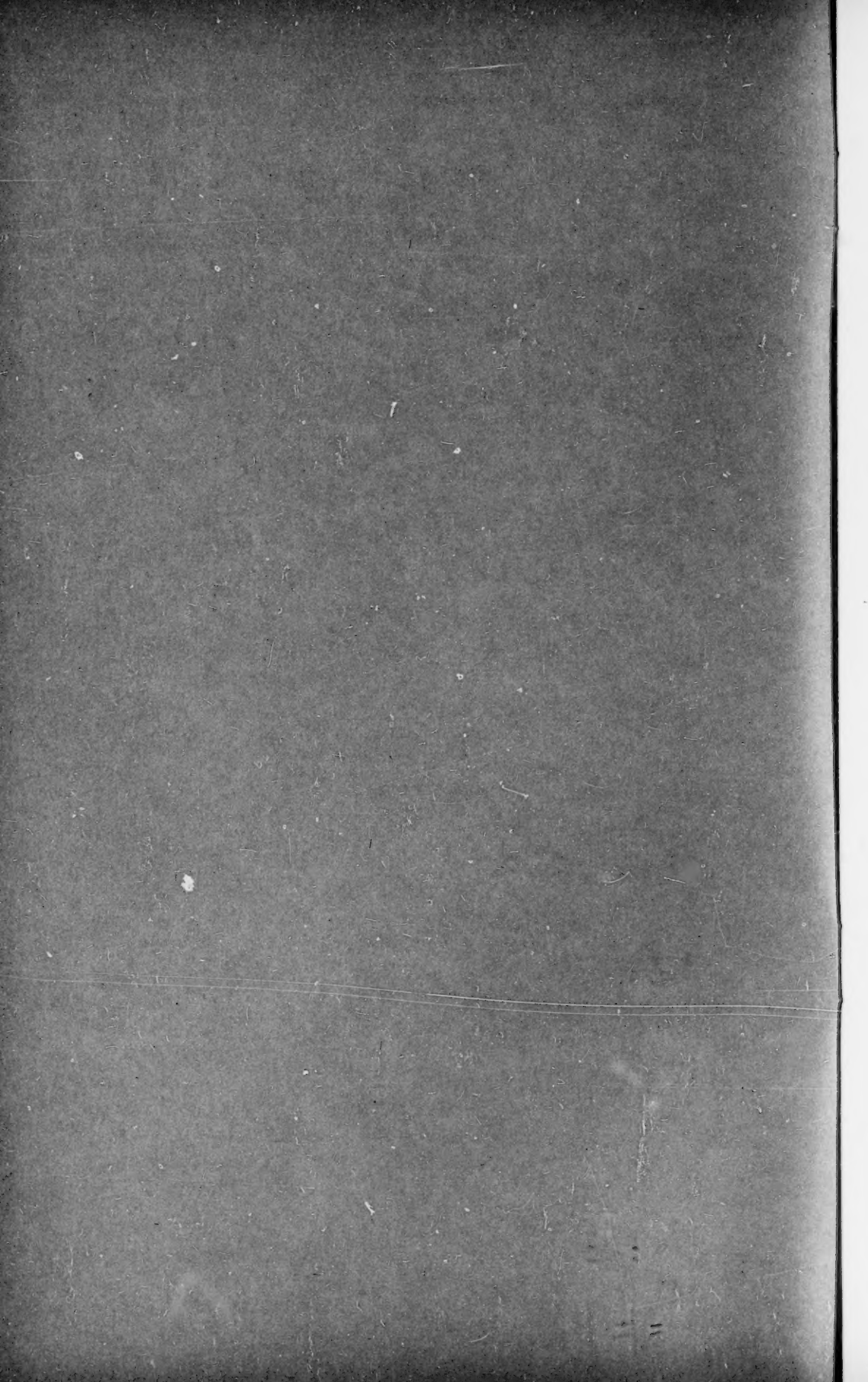
GLOBE TANKERS, GLOBE TRANSPORT AND TRADING CO.,  
LTD., GAMMA SHIPPING, INC. and GLOBE TANKER SER-  
VICES, INC.,*Respondents.*

**RESPONDENTS' BRIEF IN OPPOSITION TO THE  
PETITION OF INSURANCE COMPANY OF NORTH  
AMERICA FOR WRIT OF CERTIORARI TO THE  
UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT**

HOLLIS M. WALKER, JR.  
*Counsel of Record*  
*Attorney for Respondents*  
40 Wall Street  
New York, New York 10005  
(212) 344-4700

WALKER & CORSA  
Vera E. Weinberg  
Constantine W. Papas

*Of Counsel*



## QUESTIONS PRESENTED

1. Did the second circuit disregard *Anderson v. Bessemer City*, 470 U.S. 564 (1985) and exceed its authority under Fed.R.Civ.P. 52(a) in reversing the district court's decision that petitioner made out a *prima facie* case under C.O.G.S.A. (46 U.S.C. § 1300 *et seq.*) by relying on shore tank measurements made after the shipowner's liability for the cargo ended?

2. Did the second circuit breach the rules of judicial construction by reversing the district court's decision for having ignored the "normal rule . . . that the same methods of measurement should be used at delivery and offloading, and that offloading measurements should be made on board the vessel" (A-7)?

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INSURANCE COMPANY OF NORTH AMERICA,

*Petitioner,*

—against—

GLOBE TANKERS, GLOBE TRANSPORT AND TRADING CO.,  
LTD., GAMMA SHIPPING, INC. and GLOBE TANKER  
SERVICES, INC.,

*Respondent.*

---

**BRIEF OF GLOBE TANKERS, GLOBE TRANSPORT AND  
TRADING CO., LTD., GAMMA SHIPPING, INC. AND  
GLOBE TANKER SERVICES, INC., IN OPPOSITION**

---

**OPINIONS BELOW**

The opinions below are adequately cited and reproduced in the petition. References herein to the text of those opinions will be to the page number appearing in the appendix to the petition.

**STATUTE AND RULE INVOLVED**

In addition to the involvement of the statute and rule cited by petitioner (C.O.G.S.A. 46 U.S.C. § 1300 *et seq.* (1936), Fed.R.Civ.P. 52(a)) the petition is governed by Rule 21(5) of this Court's Rules Governing Writs of Certiorari.

Rule 21(5) of the Supreme Court Rules Governing Writs of Certiorari provides, in its pertinent part, that:

The failure of a petitioner to present with accuracy, brevity and clearness whatever is essential to a ready and

adequate understanding of the points requiring consideration will be a sufficient reason for denying his petition.

### STATEMENT OF THE CASE

Respondent deems it necessary to include this statement in order to correct the omissions and inaccuracies appearing in the statement portion of the petition.

Petitioner commenced this admiralty and maritime action seeking to recover \$40,000.00 (later amended to \$48,502.62) for alleged short delivery of a shipment of molasses carried aboard respondent's vessel, the GLOBE NOVA from Bombay and Kandla, India to Felixstowe and Hull, England during March-May 1983.

On March 27-29 and on April 1, 1983 representatives acting on behalf of petitioner, among others, attended aboard the vessel at each of the two load ports to calculate the quantity of molasses which had been loaded. Utilizing the draft survey procedure, a method commonly used in cargo measurement (A-12), the cargo was weighed (on board the vessel upon completion of loading at each load port) (A-10). Following performance of the respective draft surveys, a bill of lading was issued, one for the Bombay cargo and a second for the Kandla cargo.

Each bill of lading specifically incorporated by reference the terms of the charterparty pursuant to which the cargo was shipped (A-10). Clause 7 of the charterparty provided, in its pertinent part, that:

The cargo shall be pumped into the vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel, *only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its consignee (A10) [emphasis added]*.



Approximately three weeks after loading was completed, the vessel arrived at Felixstowe (A-11). Upon arrival and again following completion of discharge, draft surveys were performed by the cargo receiver (petitioner's subrogor) (A-11).

Thereafter, the vessel proceeded to Hull where the remainder of the molasses cargo was discharged (A-11). Once again, on arrival and following completion of discharge, draft surveys were performed by the cargo receiver (A-11). In addition, upon completion of the Hull discharge, an employee of the cargo receiver inspected the vessel's tanks and issued a dry tank certificate representing that the tanks were empty and well drained (A-12).

The combined results of the draft surveys indicated in the words of the district court, that:

with only a small amount of loss approximately the same figures arrived at by the combined draft surveys in Bombay and Kandla, India . . . and that had formed the basis for the numbers stated in the two bills of lading (A-11-12).

And, that:

no significant loss of cargo occurred during the voyage of the GLOBE NOVA (A-18).

After the cargo passed the vessel's permanent hose connection (located on board the vessel) it travelled through shore pipelines located at the receiver's shore facility to the shore tanks (A-11). The shore tanks were equipped with measuring devices called pneumercators (A-12). The pressure of the weight of the molasses in the shore tank enabled a reading to be made off a scale thereby measuring the quantity in the shore tanks (A-12-13).

The combined shore tank pneumercator readings indicated a 253 metric ton short fall when compared with the ship board draft survey, based on the combined bills of lading amount (A-13-14). Petitioner sued to recover the value of the 253 metric tons of molasses.

At the trial, respondent took the position that petitioner failed to make out a *prima facie* case in that no loss of any significance was shown to have occurred based on the draft survey results. For this reason, no evidence was put forward by respondent regarding the seaworthiness of the vessel or the voyage in general (A-18). The district court, however, found that there was "scant evidence that anything was amiss in defendant's maintenance of the vessel or its cargo during the ship's voyage from India to England" (A-18).

The district court concluded that, indeed, it could not find that an actual loss of cargo occurred while entrusted to respondents (A-18-19). Nonetheless, the Court ruled for petitioner because it found petitioner (plaintiff below) had shown a loss based on the discrepancy between the combined bills of lading amount and the shore tank pneumercator readings, which readings the district court decided gave a more accurate indication of actual outturn than did the draft surveys (A-19). Respondents appealed.

The second circuit reversed, not because it found the shore tank pneumercator readings were any less accurate than the district court found them to be but, rather, because the district court did not follow the normal rule of law applicable in cases such as these which provides that shore tank measurements cannot be relied upon to make out a *prima facie* case where the liability of the carrier ends, as it did here, at the vessel's permanent hose connections (A-6). The error of the district court was in "failing to use the same method for measuring cargo at offloading that was used at delivery" (A-6) i.e., the on board draft surveys which indicated a "nonactionable" "insignificant shortage" (A-3, 18).

Petitioner petitioned for a rehearing and a rehearing *en banc*. The petition was denied, with the following additional comment.

It is further noted that the suggestion for rehearing in banc has been transmitted to the judges of the court in regular active service and to any other judge that heard

the appeal and that no such judge has requested that a vote be taken thereon (A-31).

### **SUMMARY OF THE ARGUMENT FOR DENYING WRIT**

The petition in its entirety, beginning with the questions presented, is unfortunately nothing more than a smokescreen. Replete with distortions and inaccuracies it is designed to obfuscate the true reason for the second circuit's reversal of the district court's decision. The court of appeals reversed because, simply put, the district court erred as a matter of law in failing to apply the normal rule of law governing the proper disposition of matters such as the one at issue.

Even a superficial comparison of the two opinions reveals that in concluding the district court erred, the second circuit not only did not disregard the findings of fact of the trial court, contrary to petitioner's allegations, but actually adopted them. Moreover, a review of the cases cited by the second circuit, which include all of the cases cited by the district court, plus others, firmly supports the conclusion that where, as here, delivery of the cargo is completed at the vessel's permanent hose connection (located on board the vessel), it is

[a]t that point that the shipowner's liability ends, the risk of loss shifts, and a plaintiff cannot make out a *prima facie* case under COGSA by showing later measurements (A-6).

In light of the foregoing, there is no basis for granting the petition. Consequently, it should be denied.

## ARGUMENT

## I

**THE PETITION SHOULD BE DISMISSED FOR  
FAILURE TO COMPLY WITH RULE 21(5) OF  
THIS COURT'S RULES GOVERNING WRITS  
OF CERTIORARI**

Rule 21(5) of the Supreme Court Rules Governing Writs of Certiorari provides, that:

The failure of a petitioner to present with *accuracy*, brevity and clearness whatever is essential to a ready and adequate understanding of the points requiring consideration will be a sufficient reason for denying his petition [emphasis added].

The reason for this rule should be self evident. Since it is impossible for the Supreme Court to examine the record in depth before ruling on the petition, it must rely to a great extent on the preliminary papers. Consequently, a clear, definite and complete disclosure concerning the controversy is critical in petitioning for a writ of certiorari, *Southern Power Co. v. North Carolina Public Service Co. N.C.*, 263 U.S. 508, 44 S.Ct. 164 (1924). Respondent respectfully contends petitioner has violated the rule.

Distortions of the facts begin in the statement portion of the petition. For example, the witness referred to as having "attended to the discharge of the cargo at issue" (Pet. p. 3) was only present at one of the two discharge ports, Hull. (See appended material from Joint Appendix filed on appeal, hereinafter required to as "Resp. A") (Resp. A-1, 2, 3). Moreover, he performed only the draft surveys at that one port, contrary to petitioner's representation (Resp. A-3).

Furthermore, he did not testify that the draft survey readings were "rough estimates" as petitioner states (Pet. pp. 3, 6). The draft survey reports, which he signed contained the following *crossed out* sentence: "I hereby estimate and testify that

\_\_\_\_\_ [unfilled blank in the original] metric tons of Black Strap Molasses was loaded/ discharged." This entire sentence was *deleted* in its entirety (Resp. A-4-9). In fact, the witness testified that on occasion there was no other method of verifying what is aboard a vessel (Resp. A-10).

Even in summarizing the opinions issued below distortions abound. The district court, when referring to the locus of the pneumercators relied on by petitioner, at all times makes clear that they were not merely "shoreside" as stated by petitioner (Pet. p. 4), but were actually in the shoretanks located approximately 1,250 feet from where the vessel was docked (A-11).

Moreover, the district court did not find that the discharge draft surveys "on which defendants relied" (Pet. p. 4) were "inaccurate, relatively crude in method, and unreliable" (Pet. p. 4). No findings of fact were made by the district court regarding the accuracy of the specific draft surveys which were performed in this case. Instead, the district court restricted its findings to the draft survey method in general or in comparison with pnemercator measurements in general (A-12, 24, 25).

Similarly, petitioner states that the second circuit reversed on the "*stated grounds* that the district court should have used the 'relatively imprecise' draft survey estimates . . . rather than the calculations based on the 'high precision measuring devices' called pneumercators" (emphasis added, Pet. p. 4). The true stated ground for the reversal, however, was that the district court did not look to the same method of measurement at offloading as was used at delivery to the vessel, i.e., the on board draft surveys in contravention of the normal rule of law applicable in cases such as these which provides that "the same measurements should be used at delivery and offloading, and that offloading measurements should be made on board the vessel" (A-7).

Petitioner also devotes a major portion of the petition to the (erroneous) allegation that the second circuit "disregarded" or "ignored" or "supplanted" the trial court's findings of fact (Pet. pp. 5, 8); the opposite is actually the case. The second

circuit adopted the findings of fact referred to by petitioner, (see Pet. pp. 6 and 7).

Indeed, the second circuit stated that "[t]he draft survey measure, is a relatively imprecise method (compare A-5 to A-25) but when compared to another measure can be used to determine if cargo has been lost" (compare A-5 to A-12). Similarly, when referring to the pneumatic readings the second circuit gave them the same deference accorded by the district court, characterizing them as "high precision measuring devices" (A-4) which are "far superior to draft surveys at measuring accurately the amount of molasses transferred to tanks" (compare A-4 to A-24, A-25). In the circumstances, the findings of fact of the trial court can hardly be said to have been in any way slighted, nor has petitioner established that the factual findings of the district court were reversed or distorted by the Appellate Court in breach of Rule 52(a) F.R.C.P. Consequently, petitioner's reliance on *Anderson v. Bessemer City*, 470 U.S. 564 (1985) is misplaced.<sup>1</sup>

The inaccurate portrayal of the proceedings below stand as a sufficient reason for denying the petition pursuant to this Court's Rule 21(5). However, the petitioner's failure to demonstrate that the second circuit violated the teachings of *Anderson v. Bessemer City*, *supra* and Fed.R.C.P. 52(a) as alleged, is an additional reason for a denial.

---

<sup>1</sup> Petitioner also inexplicably claims that the reversal by the second circuit is "only the latest in a series of breaches" (Pet. p. 9) by that court adding that this Court in *Anderson*, *supra*, calls specific attention to that fact. Respondents' careful reading of *Anderson* does not reveal any language sufficient to support Petitioner's assertion.



## II

**THE SECOND CIRCUIT'S REVERSAL RESULTED FROM THE DISTRICT COURT'S FAILURE TO APPLY THE "NORMAL RULE" AS A MATTER OF LAW**

The issue before the district court was not the factual question—how much cargo was outturned from the vessel—as petitioner would have this Court believe (Pet. pp. 8, 9). There was no dispute regarding what the discharge draft surveys revealed when compared to the combined bills of lading amount—an “insignificant” “nonactionable loss” (A-11, A-3).

Similarly, there was no dispute regarding what the shore tank pneumercator readings reflected when compared to the combined bills of lading amount—a 253 metric ton short fall (A-13). And neither party disputed the loaded quantity—the combined bills of lading amount, against which a comparison had to be made in order to determine whether there was, indeed, a loss of cargo (A-16).

The threshold question which the district court failed to properly meet before erroneously continuing its inquiry into the merits of one recognized means of measurement versus another was a legal one, to wit; given that where, as here, the shipowner's liability to deliver the cargo ends at the vessel's permanent hose connection (see clause 7 of the charterparty, (recited by the district court at A-10, quoted herein p. 2), can a cargo plaintiff make out a *prima facie* case under COGSA (46 U.S.C. § 1300 *et seq.*) by relying on later measurements?

The cases relied upon by the second circuit in reversing the district court's decision stand for the proposition that “the same methods of measurement should be used at delivery and offloading, and that offloading measurements should be made on board the vessel.” (A-7), *Esso Nederland v. M.T. TRADE FORTITUDE*, 1977 A.M.C. 2144, (not otherwise reported) *aff'd* without op. 573 F.2d 1294 (2d Cir. 1977), (once the defendant's responsibility for the cargo has ceased reliance upon later measurements to establish shortage is unjustified);

*Centerchem Products v. A/S PEDEREA ODFJELL*, 1972 A.M.C. 373 (E.D.Va. 1971) (not otherwise reported) (reliance on shore measurements necessarily involve facilities over which the shipowner has no control or expertise). Accordingly, to find the carrier responsible on the basis of shore measurements would be "burdensome if not impossible." *Dow Chemical v. S.S. GIOVANELLA D'AMICO*, 297 F.Supp. 699 (S.D.N.Y. 1969) and *N.E. Petroleum Corp. v. S.S. PRAIRIE GROVE*, 1977 A.M.C. 2139 (S.D.N.Y. 1977) (not otherwise reported), (shore figures at the discharge port do not constitute the amount of cargo delivered); *Kerr-McGee Refining Corp. v. M/V LA LIBERTAD*, 529 F.Supp. 78 (S.D.N.Y. 1977), (where the charterparty provides for delivery at the vessel's permanent hose connections plaintiff may not base a claim for shortage upon computations made at a point subsequent to the delivery point). See, *Unilever/Lever Bros. (PTY) Ltd. v. M/V STOLT SPUR*, 583 F.Supp. 139 (S.D.Tex. 1984), discussing the merits of consistency in measurements and stating that where the charterparty provides that delivery shall take place at the vessel's permanent hose connections, shore measurements at discharge are irrelevant to the shortage claim. See, *Westco International v. M/V TIDE CROWN*, 1985 A.M.C. 189 (S.D.Tex.), citing both *N.E. Petroleum Corp. v. S.S. PRAIRIE GROVE*, *supra*, and *Unilever/Lever Bros. (PTY) Ltd. v. STOLT SPUR*, *supra* with approval and stating that a comparison based on ship/shore figures is akin to "comparing apples and oranges."

Petitioner's melodramatic cry for this Court to defend the sanctity of the bill of lading is a repeat performance of the same diversionary tactic mounted unsuccessfully before the second circuit. What petitioner would have this Court overlook is that respondent at no time challenged the quantities set forth in the bills of lading.

The argument petitioner really made before the second circuit and is now replaying here, was that the court should affirm what amounted to a new rule created by the district court, to wit; that shipowners be held accountable for the most



technologically accurate measurement activities held outside their control and conducted by parties who may well benefit from "discovering" a loss. As the second circuit astutely pointed out, petitioner's argument is completely devoid of legal support or factual underpinnings (i.e., there was no showing of negligence).

As is evident from the foregoing, the petition is merely a recycled attempt to set up a factual dispute where none exists. Thus, petitioner's reasons for granting the writ are meritless.

### CONCLUSION

FOR THE FOREGOING REASONS THE PETITION FOR  
A WRIT OF CERTIORARI SHOULD BE DENIED.

Respectfully submitted,

HOLLIS M. WALKER, JR.  
*Attorney for Respondent*  
40 Wall Street  
New York, New York 10005  
(212) 344-4700

WALKER & CORSA  
Vera E. Weinberg  
Constantine W. Papas  
*Of Counsel*



## APPENDIX



**Transcript Excerpts**

\* \* \*

that we would use for tanker discharges.

Q And those, with respect to what ports were these documents issued?

A Hull and Felixstowe.

Q And did you perform any of them?

A I performed the discharge at Hull.

Q Who performed the discharge at Felixstowe?

A My terminal manager, Mr. Terry Thwaites.

MR. MAZAROLI: I offer into evidence Plaintiff's Exhibit 11, your Honor.

MR. WALKER: No objection.

THE COURT: Received.

(Plaintiff's Exhibit 11 for identification was received in evidence.)

BY MR. MAZAROLI:

Q Referring to the second page of Exhibit 11, that report, unloading report which refers to Felixstowe, what is the total amount discharged according to that report at Felixstowe?

A The total amount discharged at Felixstowe is 9,075.983 metric tons.

Q What does that total represent?

A That represents the total discharged by, over the ship's rail through the pipeline, and calculated by shore tank numerators.

\* \* \*

A Cargo is pumped to, continuously through the shore line into our cargo tanks.

Q I understand that, but where does it actually leave the ship's premises or the ship's rail?

A Jetty head.

Q Pardon?

A At the jetty head.

Q What does that Clause 7 refer to in terms of the ship's manifold or line?

A I am sorry, I don't understand the question.

Q All right, I'm sorry. Where it says, the vessel's permanent hose connection, where is that located?

A Well, the permanent hose connection.

Q The vessel's permanent hose connection?

A Well, that would be, I would take it to be the ship's manifold, usually situated amidships.

Q On the ship, in other words?

A Yes.

Q Did I understand you to say that you did not participate in any way, shape or form, in the Felixstowe discharge?

A That's correct.

Q With respect to the Felixstowe terminal, how many shore tanks which can receive molasses are located

\* \* \*

A Well, I would believe my numericator before I would believe a draft survey.

Q And did you perform the draft survey? Was any draft survey performed with respect to the—

MR. WALKER: Objection, two questions.

MR. MAZAROLI: Excuse me, your Honor, I withdraw the question.

Q Was a draft survey performed at Felixstowe with respect to the Globe Nova?

A Yes.

Q Was a draft survey performed at Hull with respect to the Globe Nova?

A Yes.

Q And did you perform, who performed the draft surveys?

A The draft survey at Felixstowe was performed by my terminal manager, Mr. Thwaites, and the draft survey at Hull was performed by myself.

Q And were totals reached with, pursuant to the draft surveys at each port?

A Sorry?

Q Was a quantity total reached at each port with respect to the draft survey?

A Yes.

Q Based on your experience, in comparing the results

\* \* \*

## DEFENDANT'S EXHIBIT I

## INTERMOL

SHIP DRAFT SURVEYARRIVAL / DEPARTURE

NAME OF SHIP	<i>M/T "GLOBE NOVA"</i> .....
DATE	<i>27/4/83</i> .....
TIME	<i>1845</i> .....
PORT	<i>HULL</i> .....

SURVEY

FORWARD — MEAN	<i>. 21' 06"</i> .....	<u>SEA STATE</u>
AFT — MEAN	<i>. 24' 10"</i> .....	<i>CALM</i>
MEAN F & A	<i>. 23' 02"</i> .....	<i>DAYLIGHT</i>
MIDSHIP PORT	<i>. 22' 04"</i> .....	
MIDSHIP STARB'D	<i>. 23' 11"</i> .....	
MIDSHIP MEAN	<i>. 23' 01 1/2</i> .....	
MEAN OF MEANS	<i>. 23' 01 3/4</i> .....	
DOUBLE MEAN OF MEANS	<i>. 23' 01 5/8</i> .....	
WATER DENSITY	<i>1010</i> .....	
DWT/DIS FROM SHIP'S SCALE	<i>1955 L/T CORR FOR</i> <i>. DENSITY 19477-974 M/T</i>	

KNOWN WEIGHTS ON BOARD

<u>IN METRIC TONNES/</u> <del>LONG TONS</del>	<u>REMARKS</u>
FUEL OIL	<i>..... 71.3</i> ..... <i>DRAFT MARKS</i>
DIESEL OIL	<i>..... 29.6</i> ..... <i>TAKEN BY</i>

[HANDWRITTEN MATERIAL IN ITALICS]



# A 5

LUB. OIL	.....25.5.....	JETTY
FRESH WATER )	.....47.5.....	& SHIPS
FEED WATER )		LADDER
SLOPS	.....81.6.....	
STORES & CONSTANT	.....250.....	
DRY CARGOES	.....NIL.....	
BALLAST	.....2008.9.....	

TOTAL = 2941.9

	DISPLACEMENT	= 19477.974
DWT BY DRAFT =	LIGHT SHIP	= 6584
WEIGHTS KNOWN =	WEIGHTS KNOWN	= 2941.9
DIFFERENCE =	DIFFERENCE	= 9952 M/T

~~I hereby estimate and certify that . . . . . metric tonnes of~~  
~~BLACKSTRAP MOLASSES WAS LOADED/DISCHARGED.~~ The  
above being based on the ship's deadweight scale.

displacement

MASTER

SURVEYED BY: ..... CHIEF MATE .....

CARGO OFFICER

[HANDWRITTEN MATERIAL IN ITALICS]

## DEFENDANT'S EXHIBIT J

## INTERMOL

SHIP DRAFT SURVEYARRIVAL / DEPARTURE

NAME OF SHIP	<i>M/T "GLOBE NOVA"</i>
DATE	<i>3/5/83</i>
TIME	<i>2000</i>
PORT	<i>HULL</i>

SURVEY

FORWARD — MEAN	<i>.15.06</i>	<u>SEA STATE</u>
AFT — MEAN	<i>.18.09</i>	<i>CALM</i>
MEAN F & A	<i>.17.01<sup>1</sup>/<sub>2</sub></i>	
MIDSHIP PORT	<i>.16.02</i>	
MIDSHIP STARB'D	<i>.17.00</i>	
MIDSHIP MEAN	<i>.16.07</i>	
MEAN OF MEANS	<i>.16.10<sup>1</sup>/<sub>4</sub></i>	
DOUBLE MEAN OF MEANS	<i>.16.08<sup>5</sup>/<sub>8</sub></i>	
WATER DENSITY	<i>1008</i>	
DWT/DIS FROM	<i>13834-536 CORR 13605-084</i>	
SHIP'S SCALE	<i>.TRIM CORR 32M/T 13573-084</i>	

KNOWN WEIGHTS ON BOARD

<u>IN METRIC TONNES / <del>LONG TONS</del></u>	<u>REMARKS</u>
FUEL OIL	<i>543.4</i> <i>DAYLIGHT</i>
DIESEL OIL	<i>67.9</i> <i>DRAFT MARK</i>

[HANDWRITTEN MATERIAL IN ITALICS]

A 7

LUB. OIL	.....32.5.....	TAKEN BY
FRESH WATER )	.....502.7.....	JETTY
FEED WATER )		& SHIPS LADDER
SLOPS	.....217.6.....	
STORES & CONSTANT	.....250.0.....	
DRY CARGOES	.....NIL.....	
BALLAST	.....5270.7.....	

---

TOTAL = 6884.8

---

	DISPLACEMENT	= 13573.084
DWT BY DRAFT =	LIGHT SHIP	= 6584
WEIGHTS KNOWN =	WEIGHTS KNOWN	= 6884.8
DIFFERENCE =	DIFFERENCE	= 105.284

~~I hereby estimate and certify that . . . . . metric tonnes of~~  
~~BLACKSTRAP MOLASSES WAS LOADED/DISCHARGED.~~ The  
above being based on the ship's deadweight scale.  
displacement

MASTER  
SURVEYED BY: ..... CHIEF MATE .....  
CARGO OFFICER  
REPRESENTATIVE, CHARTERERS INSPECTOR.

[HANDWRITTEN MATERIAL IN ITALICS]

A 8

A 178

INTERMOL

SHIP DRAFT SURVEY

①

ARRIVAL / ~~DEPARTURE~~

NAME OF SHIP

MTR "GLOBE NOVA"

DATE

27/4/83

TIME

1845

PORT

HULL

## SURVEY

FORWARD - MEAN

21' 06"

SEA STATE

AFT - MEAN

24' 10"

CALM

MEAN F &amp; A

23' 02"

DAYLIGHT

MIDSHIP PORT

22' 04"

MIDSHIP STARB'D

23' 11"

MIDSHIP MEAN

23' 01 1/2"

MEAN OF MEANS

23' 01 3/4"

DOUBLE MEAN OF MEANS

23' 01 5/8"

WATER DENSITY

1010

DWT/DIS FROM SHIP'S SCALE

19455.4t CORR FRACTIONITY 19477.974mt

KNOWN WEIGHTS ON BOARD IN METRIC TONNES/~~LONG TONS~~

REMARKS

FUEL OIL

71.3

DRAFT MARKS

DIESEL OIL

29.6

TAKEN BY

LUB. OIL

25.5

JETT/

FRESH WATER

47.5

2 SHIPS

FEED WATER

LADDER

SLOPS

81.6

STORES &amp; CONSTANT

250

DRY CARGOES

NIL

BALLAST

2005.9

TOTAL

- 2941.9

DWT BY DRAFT

DISPLACEMENT - 19477.974

WEIGHTS KNOWN

LIGHT SHIP - 6584

DIFFERENCE

WEIGHTS KNOWN - 2941.9

DIFFERENCE - 9952 mt

I hereby estimate and certify that the above values of DEADWEIGHT ALLOWANCES  
 WAS LOADED/DISCHARGED. The above being based on the ship's deadweight scale.  
 displacement

SURVEYED BY:

CHIEF MATE

CARGO OFFICER

A 9

INTERMOL

A

179

SHIP DRAFT SURVEY

(2)

~~ARRIVAL~~ / DEPARTURE

NAME OF SHIP

m/t GLOBE NOVA

DATE

31/5/83

TIME

2000

PORT

HULL

## SURVEY

FORWARD - MEAN

15 06

AFT - MEAN

18 09

MEAN F &amp; A

17 01 1/2

MIDSHIP PORT

16 02

MIDSHIP STARB'D

17 00

MIDSHIP MEAN

16 07

MEAN OF MEANS

16 10 1/4

DOUBLE MEAN OF MEANS

16 08 5/8

WATER DENSITY

1008

DWT/DIS FROM SHIP'S SCALE

13834.536 CORN 13605.084  
TRIM CORN 3244 13573.084

SEA STATE

CALM

KNOWN WEIGHTS ON BOARD IN METRIC TONNES/LONG TONS

REMARKS

FUEL OIL

543.4

DAYLIGHT

DIESEL OIL

67.9

DRAFT MARK

LUB. OIL

32.5

TAKEN BY

FRESH WATER)

502.7

JETTY

FEED WATER )

+ SHIPS LADDER

SLOPS

217.6

STORES &amp; CONSTANT

250.0

DRY CARGOES

NIL

BALLAST

5270.7

TOTAL

- 6884.8

DWT BY DRAFT =

DISPLACEMENT • 13573.084

WEIGHTS KNOWN =

LIGHT SHIP • 6584

DIFFERENCE =

WEIGHTS KNOWN • 6884.8

DIFFERENCE • 105.284

~~I hereby certify and certify that the above is a true and correct statement of the weight of the cargo on board the ship at the time of the survey.~~  
 WAS LOADED/DISCHARGED. The above being based on the ship's ~~production~~ scale.

displacement

SURVEYED BY:

*M. H. Hage*

MASTER

CHIEF MATE

CARGO OFFICER

*R. J. C. C.*

REPRESENTATIVE, CHARTERERS INSPECTOR.

\* \* \*

A Well, I have no knowledge of why it's done on it, in the loading ports. I can only assume that there were no other method of verifying what was on board the vessel.

In the discharge ports, we like to do the draft survey as a last resort, because it's possible for the numercator maybe to break while the ship is discharging. It might be important if the vessel needs to sail by a certain time, and we could not get a replacement glass tube or something as simple as this.

So, therefore, this would be a last resort that we could sail a ship when, say, 9,000 tons or 8,000 tons left on board by draft, and this would be important if we were discharging around our own coast where two or three of our terminals, we have limited storage space, and it would be very embarrassing to arrive, shall we say, at a terminal that could take 8,000 tons, and we have 9,000 tons on board.

What would I do with the other thousand tons? I would find myself in a rather embarrassing position.

Secondly, a draft survey is conducted to try to determine if there is any reason to believe the cargo had been contaminated. If we just connected up the hose pipe to the ship's manifold and started to pump, it might be months later we would find some of our customers'

\* \* \*

